

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 7269-C

SEP 23 1974

Gentlemen:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Conditional Sale Agreement dated as of July 5, 1974.

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Manufacturer	Hawker-Siddeley Canada Ltd. P.O. Box 160 Montreal 3, Quebec
Vendee	Exchange National Bank of Chicago, as Trustee under B.C. Trust No. 73-1 130 South LaSalle Street Chicago, Illinois 60690
Guarantor	British Columbia Railway 1095 West Pender Street Vancouver, British Columbia

The undersigned is the Vendee mentioned in the enclosed document and has knowledge of the matters set forth therein.

The original Conditional Sale Agreement dated as of November 1, 1973 was filed for record in the Office of the Secretary of the Interstate Commerce Commission on December 12, 1973 at 5:00 p.m. and assigned Recordation No. 7269.

Please return the original First Amendment to Conditional Sale Agreement to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

EXCHANGE NATIONAL BANK OF CHICAGO

By


Its Vice President

Enclosures

(B.C. Trust No. 73-1)

SCHEDULE A

(to Conditional Sale Agreement)

MANUFACTURER: Hawker Siddeley Canada Ltd.

PLANT OF MANUFACTURER: Trenton, Nova Scotia, Canada

DESCRIPTION OF EQUIPMENT: One-Hundred Forty-Two (142) 52'8" 70-ton Bulkhead Flat Cars bearing Road Numbers B.C.I.T. 16338, 16346 to 16349, both inclusive, 16386, 16390, 16418 to 16422, both inclusive, 16425, 16431, 16433, 16434, 16440 to 16444, both inclusive, 16454 to 16463, both inclusive, 16466 to 16468, both inclusive, 16448, 16469 to 16476, both inclusive, 16480 to 16482, both inclusive, 16485, 16487 to 16489, both inclusive, 16492, 16493, 16495, 16499 to 16502, both inclusive, 16504, 16507, 16509, 16510, 16513, 16514, 16521, 16524 to 16526, both inclusive, 16550, 16553 to 16558, both inclusive, 16339 to 16341, both inclusive, 16345, 16378, 16391 to 16400, both inclusive, 16405, 16407 to 16409, both inclusive, 16412, 16415, 16417, 16428 to 16430, both inclusive, 16432, 16438, 16439, 16447, 16451, 16505, 16506, 16508, 16511, 16512, 16519, 16522, 16523, 16527, 16528, 16542 to 16545, both inclusive, 16547, 16551, 16564, 16570, 16582, 16653, 16559 to 16676, both inclusive

SPECIFICATIONS: As provided in Purchase Order No. 16397 dated May 7, 1973 between Lessee and Manufacturer

BASE PRICE: Can. \$14,839.53 per Item (Can. \$2,107,213.26 for one hundred forty-two Items). F.O.B. Plant of Manufacturer

DELIVER TO: British Columbia Railway Company

PLACE OF DELIVERY: Plant of Manufacturer or such other place as may be mutually agreed upon by Manufacturer and Lessee

RECORDATION NO. 7269-C Filed & Recorded

SEP 23 1974 - 2:10 PM

INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS

COUNTY OF COOK

} SS

As of this 17th day of September, 1974, the undersigned, ROBERTA SCHUCKMELL, a notary public in and for the State of Illinois, County of Cook, does hereby certify that the undersigned has compared the copy of the First Amendment to Conditional Sale Agreement dated as of July 5, 1974 attached hereto to the original First Amendment to Conditional Sale Agreement and does hereby further certify that the copy attached hereto is a true and correct copy of the original document in all respects.



Roberta Schuckmell
Notary Public

My commission expires:

MY COMMISSION EXPIRES JUNE 27, 1978

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

7269-C

Whenever appearing or referred to herein, "The First Pennsylvania Banking and Trust Company" shall mean and refer to "First Pennsylvania Bank N.A."

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of July 5, 1974 among THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY (the "Assignee") as assignee pursuant to a Conditional Sale Agreement Assignment dated as of November 1, 1973 of all of the right, title and interest of HAWKER-SIDDELEY CANADA LTD., a corporation duly incorporated under the laws of Canada (the "Manufacturer"), as Manufacturer under the hereinafter referred to Conditional Sale Agreement, EXCHANGE NATIONAL BANK OF CHICAGO, as Trustee (the "Trustee") under Trust Agreement dated as of November 1, 1973 (the "Trust Agreement") and BRITISH COLUMBIA RAILWAY COMPANY, a corporation duly organized under the laws of British Columbia, Canada (the "Guarantor").

W I T N E S S E T H:

WHEREAS, the Manufacturer, the Trustee and the Guarantor have heretofore executed and delivered that certain Conditional Sale Agreement dated as of November 1, 1973 (the "Conditional Sale Agreement") providing, inter alia, for the Manufacturer to construct and to build and deliver to the Trustee and for the Trustee to purchase certain railroad equipment more fully described in Schedule A attached to said Conditional Sale Agreement; and

WHEREAS, the said Conditional Sale Agreement was filed for record in, among other places, the Office of the Secretary of the Interstate Commerce Commission on December 12, 1973 and has been assigned recordation No. 7269 and in the Office of the Registrar of Companies of the Province of British Columbia on December 20, 1973; and

WHEREAS, the Assignee, the Trustee and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Assignee, the Trustee and the Guarantor hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. By amending Section 3.2 of the Conditional Sale Agreement to read in its entirety as follows:

"3.2. Subject to the provisions of Section 13 hereof, the Vendee hereby acknowledges itself to be indebted to the Manufacturer in the amount of, and hereby promises to pay to the Manufacturer at such bank or trust company in the United States of America as the Manufacturer or its assignee shall designate for payment to it, the purchase price of the Items of Equipment as follows:

(a) 33.00% of the aggregate purchase price for all Items of Equipment payable as provided in the Acquisition Agreement; and

(b) An amount equal to the difference between the aggregate purchase price of the Equipment and the aggregate amount paid pursuant to the Acquisition Agreement (herein sometimes called the "Conditional Sale Indebtedness") plus interest on the unpaid balance thereof payable as follows:

(i) one installment of interest in the amount of \$24,756.07 payable on March 26, 1974 for the period prior to February 28, 1974; followed by

(ii) one installment of interest in the amount of \$23,697.30 payable on May 16, 1974 for the period from and including March 1, 1974 to and including April 30, 1974; followed by

(iii) one installment of interest in the amount of \$28,442.45 payable on July 10, 1974 for the period from and including May 1, 1974 to and including June 30, 1974; followed by

(iv) one installment of interest at a rate per annum determined by adding one and one-half percent (1-1/2%) per annum to the prime rate charged by The Chase Manhattan Bank, N.A., New York, New York to its most credit worthy commercial customers on unsecured 90-day loans payable on August 1, 1974 for the period from and including July 1, 1974 to and including July 10, 1974; followed by

(v) one installment of interest at a rate per annum determined by adding one and one-half percent (1-1/2%) per annum to the prime rate charged by The Chase Manhattan Bank, N.A., New York, New York to its most credit worthy commercial customers on unsecured 90-day loans payable on August 15, 1974 for the period from and including July 11, 1974 to and including July 31, 1974; followed by

(vi) thirty-six (36) semiannual installments of principal, each in an amount determined by multiplying 67% of the purchase price of the Equipment by the "Principal Payment Factor" applicable for the payment then to be made all as set forth in Schedule B attached hereto payable on the thirty-first day of January and July commencing January 31, 1975 to and including July 31, 1992. In addition interest on the outstanding principal balance of the Conditional Sale Indebtedness at a rate per annum determined by adding one and one half percent (1 1/2%) per annum to the prime rate charged by The Chase Manhattan Bank, N.A., New York, New York to its most credit worthy commercial customers on unsecured 90-day loans shall be due and payable for each calendar month commencing August 1, 1974 and each month thereafter on the fifth day of each month commencing September 5, 1974 to and including August 5, 1992

It is understood and agreed by the parties that from and after August 15, 1974, the Vendee's obligations to pay interest on the outstanding Conditional Sale Indebtedness for the period prior to July 31, 1974 shall be deemed to have been satisfied by payment of the sums referred to in subsections (i), (ii), (iii), (iv) and (v) of this Section 3.2(b)."

2. By amending Sections 6.1 and 6.5 of the Conditional Sale Agreement by changing the date "July 1, 1992" appearing in each of said Sections to "July 31, 1992."

3. By substituting Schedule A attached to this First Amendment to Conditional Sale Agreement for Schedule A attached to the Conditional Sale Agreement as originally executed.

Whenever in any certificate, letter, notice or other instrument reference is made to the Conditional Sale Agreement, such reference without more shall include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Conditional Sale Agreement is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested, where appropriate, all as of the date first above written.

BRITISH COLUMBIA RAILWAY COMPANY

By Robert D. Smith
Its Longbottom

EXCHANGE NATIONAL BANK OF CHICAGO,
as Trustee under Trust Agreement
dated as of November 1, 1973,

By Michael D. Jones
Its Vice President

(Corporate Seal)

Attest:

W. B. A. L.
Secretary

Assistant Trust Officer

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Assignee of
the Manufacturer pursuant to the
certain Conditional Sale Agreement
Assignment dated as of December 1, 19

(Corporate Seal)

Attest:

J. B. K.
Secretary

By W. J. K.
Its VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

On this 20 day of August, 1974, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who being by me duly sworn, says that he is ~~a Vice President~~ of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas J. Chapman
Notary Public

(Seal)

My commission expires: 5/27/75

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

} SS.

On this 15th day of August, 1974, before me personally appeared Robert D. Miller, to me personally known, who, being by me duly sworn, says that he is the Controller of BRITISH COLUMBIA RAILWAY COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

G. T. Hamish
A Notary Public in and for the
Province of British Columbia

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

} SS.

On this 12th day of September, 1974, before me personally appeared W. M. Kays, to me personally know, who being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth J. Sneider
Notary Public

(Seal)

My commission expires:

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 1, 1976

(to Conditional Sale Agreement)

MANUFACTURER: Hawker Siddeley Canada Ltd.
PLANT OF MANUFACTURER: Trenton, Nova Scotia, Canada
DESCRIPTION OF EQUIPMENT:

"One Hundred Forty-Two (142) 52'8", 70-ton Bulkhead Flat Cars bearing Road Numbers B.C.I.T. 1633 16346 to 16349, both inclusive, 16386, 16390, 16418 to 16422, both inclusive, 16425, 16431, 16433, 16434, 16 to 16444, both inclusive, 16448, 16454 to 16463, both inclusive, 16466 to 16476, both inclusive, 16480 to 16482, both inclusive, 16485, 16487 to 16489, both inclusive, 16492, 16493, 16495, 16499 to 16502, both inclusive, 16504, 16507, 16509, 16510, 16513, 16514, 16521, 16524 to 16526, both inclusive, 16550, 16553 to 16558, both inclusive, 16340, 16341, 16345, 16378, 16393 to 16400, both inclusive, 16402 to 16405, both inclusive, 16407 to 16409, both inclusive, 16412, 16415, 16417, 16428 to 16430, both inclusive, 16432, 16438, 16439, 16447, 16451, 16505, 16506, 16508, 16511, 16512, 16519, 16522, 16523, 16527, 16528, 16542 to 16545, both inclusive, 16547, 16551, 16564, 16570, 16582, 16653, 16659 to 16676, both inclusive."

SPECIFICATIONS: As provided in Purchase Order No. 16397 dated May 7, 1973 between Lessee and Manufacturer
BASE PRICE: Can. \$14,839.53 per Item (Can. \$2,107,213.26 for one hundred Forty-two Items). F.O.B. Plant of Manufacturer
DELIVER TO: British Columbia Railway Company
PLACE OF DELIVERY: Plant of Manufacturer or such other place as may be mutually agreed upon by Manufacturer and Lessee
ESTIMATED DELIVERY DATES: January-June, 1974
OUTSIDE DELIVERY DATE: June 30, 1974
LESSEE: British Columbia Railway Company
ASSIGNEE OF MANUFACTURER: The First Pennsylvania Banking & Trust Company

The sums payable under Section 3.2(b) shall be payable in U.S. dollars and shall be based on the U.S. dollar equivalent of the Purchase Price to the extent not paid by the Guarantor as of the Closing Dates.

PRINCIPAL AMOUNT \$ 1000000.00
NOMINAL ANNUAL INTEREST 8.000%
INTEREST RATE PER PERIOD 4.000%

PERIOD	PRINCIPAL
1	.012886 88
2	.013462 36
3	.013938 45
4	.014495 99
5	.015075 83
6	.015678 86
7	.016306 81
8	.016958 26
9	.017636 59
10	.018342 85
11	.019075 73
12	.019838 76
13	.020632 31
14	.021457 68
15	.022315 91
16	.023208 54
17	.024136 89
18	.025102 36
19	.026106 46
20	.027150 71
21	.028236 74
22	.029366 21
23	.030540 86
24	.031762 49
25	.033032 99
26	.034354 31
27	.035728 49
28	.037157 63
29	.038643 93
30	.040189 69
31	.041797 28
32	.043469 17
33	.045207 93
34	.047016 25
35	.048896 90
36	.050852 58

TOTALS 1000000.00